Ecosphere+ Limited

Registered office:

3rd Floor, 12 Gough Square, London EC4A 3DW

United Kingdom

www.ecosphere.plus

[PLEASE INSERT NAME AND COMPANY

DETAILS]

[INSERT DATE]

 STRICTLY PRIVATE AND CONFIDENTIAL

 **Confidentiality Agreement**

Dear Sir:

Ecosphere+ Limited and [INSERT LEGAL NAME] wish to carry on confidential discussions in connection with projects represented by Ecosphere+ (the “Product”). During the course of these discussions it is anticipated that either party may disclose information to the other of a confidential nature. For the purposes of this confidentiality agreement (the “Agreement”), where a party is receiving information hereunder it will be referred to as the “Disclosee” and where a party is disclosing information hereunder it will be referred to as the “Discloser”.

1. **Confidential Information**

For the purposes of this Agreement, the expression “Confidential Information” shall mean all business, commercial, economic, financial, legal, operational, technical, administrative, marketing, planning or other similar documents or information provided by one party or its employees, consultants or agents (whether in writing, orally, electronically or in any other media or form) to the other party in connection with the Product, regardless of whether they are marked or otherwise identified as “confidential”, but does not include information which:

* 1. is established to have entered the public domain otherwise than as a consequence of a breach of this Agreement by the Disclosee or by any of its affiliates’ or any of its or their respective directors, officers, employees, consultants or agents; or
	2. is required to be disclosed by law or by a valid order of any governmental body or is requested by a competent regulatory authority or stock exchange; or
	3. is lawfully in the possession of the Disclosee without restriction in relation to disclosure before the date of execution of this Agreement by the Disclosee; or
	4. is received by the Disclosee from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
	5. is included in communications between the Disclosee and the Disclosee’s legal, accountancy, financial or other professional advisers, to the extent that it is reasonably necessary for such advisers to have such Confidential Information disclosed to them, and on the basis that they are informed of the confidential nature of such information,

provided that Disclosee shall give reasonable notice (if legally possible) to the Discloser prior to any disclosure under paragraph 1.2 above, so that the Disclosee may seek to mitigate the extent of, or avoid the requirement for, such disclosure. The Disclosee will impose a confidentiality requirement on the recipient in any case where the Confidential Information is not already subject to a legal duty of non-disclosure.

1. **Confidentiality Obligation**
	1. In consideration of the Discloser providing the Disclosee with Confidential Information, the Disclosee agrees that it will hold all Confidential Information that it receives in the strictest confidence and will not, without the prior written consent of the Discloser, disclose any part of the Confidential Information to any person, firm or corporation other than to such of its directors, officers, employees and external professional advisers who need to know such Confidential Information for the purpose of considering the suitability of the Product (and who shall be informed of the confidential nature of the information), provided that the Disclosee shall be responsible for any breach of this Agreement by any such person. The Disclosee shall employ the same safeguards to keep Confidential Information confidential as it employs to safeguard its own trade secrets and other confidential information.
	2. The Disclosee further agrees that it shall use the Confidential Information strictly only for the purpose of considering the suitability of the Product and shall not use or allow the use of Confidential Information for any other purposes without the prior written consent of the Discloser.
	3. Confidential Information shall not be copied by the Disclosee without the express prior written permission of the Discloser, except for such copies as the Disclosee may reasonably require for our use pursuant to this Agreement. Further, no Confidential Information shall be copied or stored in any externally accessible computer or electronic retrieval system or transmitted in any form or by any means over the Internet or any other non-private network or otherwise outside the Disclosee’s premises without the express prior written permission of the Discloser.
	4. The rights and remedies provided by this Agreement are cumulative and are not exclusive of any rights or remedies provided by law. The Disclosee acknowledges that remedies at law may be inadequate to protect the Discloser against any breach by the Disclosee of this Agreement. Without prejudice to any other rights and remedies otherwise available, the Disclosee agrees that the Discloser shall be entitled to seek injunctive and other equitable relief to prevent or mitigate the consequences of unauthorised disclosure of Confidential Information and the Disclosee shall not oppose such application.
	5. Upon the written request of the Discloser, the Disclosee shall:
		1. promptly surrender to the Discloser all originals and copies of any and all Confidential Information which may be in its possession, whether the Discloser makes express demand for them or not; or
		2. certify in writing to the Discloser that, to the best of its knowledge, all originals and copies of any Confidential Information which were used or possessed by the Disclosee have been returned to a designated officer of the Discloser, and shall also promptly return to the Discloser any other Confidential Information which might subsequently turn up in its control or possession, without further request by the Discloser, in each case subject to any obligation to maintain back ups or records or retain information imposed on the Disclosee by any law or competent regulatory body.
	6. Nothing contained in this Agreement shall be construed as granting or conferring any rights by licence or otherwise in any Confidential Information, except for the right to use Confidential Information strictly in accordance with the provisions of this Agreement.
	7. Each party represents that the execution, delivery and performance of this Agreement has been duly authorised by such party, and that the person executing this Agreement on each party’s behalf has the power and authority to do so.
	8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
	9. The Confidential Information contemplated herein is being provided without representation or warranty, express or implied, as to its accuracy or completeness and without any responsibility to revise or update.
	10. The parties hereto agree and acknowledge that this Agreement does not oblige either of them to enter into or continue any further agreement or business relationship.
	11. No failure or delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege.
	12. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute and be one and the same instrument.
	13. A person who is not party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
	14. This Agreement and all non-contractual obligations relating thereto will be governed by and construed in all respects in accordance with English law and the parties hereto agree to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising in relation to this Agreement.
2. **Term**

The undertakings set out in this agreement will, with respect to any particular Confidential Information disclosed to the Disclosee, expire and cease to have effect on the date falling three years after the date upon which the relevant Confidential Information is originally disclosed.

1. **Non-circumvention**

The parties hereby agree, and guarantee each other they shall not, directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass, or obviate each other’s interest, or the interest or relationship between the Parties with third parties.

Signed by

**Ecosphere+ Limited**

By: .............................................

Lisa Walker

CEO and Managing Director

Acknowledged and accepted

**[INSERT LEGAL NAME]**

By: .............................................

[INSERT]